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Recording requested by and mail original to:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

- ☐ Land Development Division – Road and Grading Section
☐ Construction Division – Permits and Subdivisions Section
☐ Building and Safety Division – Drainage and Grading Section

Draft

P.O. Box 1460
Alhambra, CA 91802-1460

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COVENANT AND AGREEMENT BY OWNER REGARDING ENCROACHMENTS
WITHIN THE PUBLIC RIGHT OF WAY FOR LOT _____, TR/PM _____
_____ (address)

The undersigned, _____ (Owner), hereby certifies that it owns the real property identified as Lot _____, TR/PM _____, located in the County of Los Angeles, State of California, legally described in Exhibit 1, _____ (address)

Owner acknowledges that the improvement(s) described in Exhibit 2 are private improvement(s), belonging to Owner, and are not part of the public street improvements, but encroach within the public street right of way of _____ Road/Street. The improvements described in Exhibit 2 shall hereinafter be referred to as "Owner's Improvements."

In consideration of the County of Los Angeles' (County) consent to allow Owner's Improvements to remain within the public street right of way, Owner does hereby covenant and agree to indemnify, defend, and hold the County, and its elected officials and employees, harmless with respect to any claims, actions, demands, liability, damages, costs, and expenses including, without limitation, claims involving bodily injury, death, or personal injury of any person or property damage of any nature, whatsoever, arising from or caused by Owner's Improvements.

Owner does hereby further covenant and agree to fully release and discharge County, and its elected officials and employees, from any claims and/or actions involving any damage to Owner's Improvements arising from or in connection with the use of the public street right of way.

Owner further covenants and agrees as follows:

1. Owner shall maintain Owner's Improvements in good condition unless County discharges this obligation through a subsequently recorded written instrument.
2. Owner shall remove Owner's Improvements at his/her sole cost, in the event that County determines, in its sole discretion, that Owner's

Improvements are incompatible with the present or future use of the public street right of way.

Owner makes this covenant and agreement on behalf of itself and its successors and assigns. Said covenant and agreement shall run with Lot _____, TR/PM _____, shall be binding upon Owner, future owners, encumbrancers of Lot _____, TR/PM _____, and their successors, heirs, or assignees and shall continue in effect until the release of this covenant and agreement by County, in its sole discretion.

/s/ _____
(owner)